

**CITY OF SEATTLE**

**RESIDENTIAL SOLID WASTE SERVICES**

**REQUEST FOR PROPOSALS**

 **SEATTLE PUBLIC UTILITIES**

Amendment 1  
December 11, 1998

## ***L. Additional Provisions***

The following provisions apply to *all* Proposals, including both base and Alternative Proposals.

- 1. Human Rights Provisions** - Contractors comply with the provisions of the Seattle Municipal Code (SMC) including, in particular, SMC Ch. 20.46A (the Women and Minority Business Enterprise (WMBE) Utilization Ordinance), SMC Ch. 20.44 (City Contracts - Prevention of Discrimination), and SMC Ch. 14.04 (Fair Employment Practices), and state law, including, in particular, RCW Ch. 49.60 (Discrimination - Human Rights Commission.)

Historically, the City has had set-aside goals in solid waste collection contracts of 18% for Minority Business Enterprise (MBE) utilization and 9% for Women's Business Enterprise (WBE) utilization. The current contractors have met these goals. We encourage expect Proposers to be creative in their utilization of WMBEs and small businesses. ~~WMBE utilization is an element of Proposal evaluation.~~

~~Only WMBEs certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) and who have done or sought to do business with or within the City of Seattle can be used toward fulfillment of any set-asides for this contract. Proposers shall be solely responsible for assuring that any proposed WMBE is certified by the State. Proposers should be aware that the certification process can take up to four months or more.~~

~~The State OMWBE (Tel: 360-752-9697) may be contacted for certification process information and for lists of currently certified WMBEs. OMWBE can also be accessed via the Internet at <http://www.wsdot.wa.gov/OMWBE/>.~~

- 2. Prevailing Wages** - The Contractor will be required to pay garbage, yard waste and recycling collectors, and recycling processing workers prevailing wages as determined by the Director, based upon wages paid in Seattle. The prevailing wages effective on April 1, 2000, as determined by the Director, are shown in **Appendix D - Prevailing Wages**. This determination is the minimum wage and benefits which must be paid at the beginning of the contract. The prevailing wage will be updated and reissued in June, 2000, with an effective date of July 1, 2000, to reflect any changes in effect on April 1, 2000. The prevailing wages will then be updated on a yearly basis thereafter. ~~during the contract to reflect changes.~~

## ***M. Amendments or Supplements***

The City may amend or supplement this RFP. The City will provide information regarding any changes to this RFP to those firms that have submitted a Letter of Intent.

- b) If this is a new proposed facility, provide your anticipated schedule for submitting and receiving approval for SEPA documentation, building permits, health department operating permits and any other permits or approvals required.

**26. Food Waste Processing Financial Assistance** -- The City may contribute up to \$250,000 to help in siting and/or operating a food waste composting facility. If such funds were available, how would you allocate them?

**27. Marketing plans** -- Describe your past experience and your proposed marketing plans of finished products for:

- a) yard waste;
- b) each recyclable material; and
- c) food waste.

### **Employment Practices**

**28. Equal opportunity efforts** -- Presently there are no female garbage, yard waste or recycling collection workers performing work on the City contracts. Current City policy calls for contractors to make a good faith effort to hire female collection workers. Please include an estimate of the number of females you expect to hire, the percentage of female hires in relation to total number of employees, and a discussion of how you expect to hire and retain these female employees. Include in your response examples of documentation you will provide to the Executive Services Department, Contract Compliance Section showing evidence of the good faith efforts you have made.

**29. Safety** -- Describe the safety and training plans at all facilities?

### **Subcontractor Operations**

**30. Subcontractors** -- [The City encourages](#) A City goal on this contract is to have participation by small businesses, minority business enterprises (18% of total contract), and women's business enterprises (9% of total contract) [on this Contract](#). Please complete **Form 9**, listing each subcontractor, the work to be performed on the Contract, and the dollar amount of the work.

### ***C. Customer Implementation, Outreach and Relations***

The City seeks Proposals that would proactively address and minimize customer confusion and complaints in both the short- and long-term.

### **Coordination of Implementation**

Minimizing disruptions and changes in collection services during implementation (for any existing waste streams affected) is of paramount importance in this transition. Your

## **A. Certification Forms**

Both certification forms must be completed, signed and authorized. The completed forms should list the Proposer, Alternative (enter "Base"), and collection area (enter "all") at the top of the forms. These forms only need to be completed once to cover the Base and all Alternative Proposals for all collection areas.

### **Form 1 Proposer Commitment**

In Form 1, the Proposer testifies that they have not participated in any collusion or anti-competitive practices during the preparation and submitting of the Proposal. In addition, the Proposer commits to the operations, and prices, ~~and WMBE set-asides~~ set forth in the Proposal and agrees to comply with City and State human rights provisions. The Proposer also acknowledges of receipt of all addenda by including each addenda number on Form 1.

Proposals by corporations shall be executed in the corporate name by the president or a vice president authorized to sign, ~~and the corporate seal shall be affixed and attested by~~ another officer of the corporation. ~~the secretary or an assistant secretary.~~ The corporate address shall be shown below the signature. All names shall be typed or printed below the signature(s).

Proposals by partnerships shall include the official business address of the partnership, and the state of organization shall be shown below the signature. Proposals by a joint venture shall be similarly executed by all joint venture partners.

### **Form 2 Surety Intent**

Form 2 must be completed, signed, and authorized by the company that will provide the required bonds to the Proposer. The surety testifies that the bonds will be issued if the contract is awarded to the Proposer.

**Form 1 Proposer Commitment (required)**

STATE OF \_\_\_\_\_ )  
 )SS.  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_ of the City of \_\_\_\_\_, in the County of \_\_\_\_\_ and State of \_\_\_\_\_, of full age, being duly sworn on oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_, the Proposer making the Proposal for Residential Solid Waste Services, and that I executed the said Proposal with full authority so to do; that said Proposer has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the Services; that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the City of Seattle relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding Contracts for the said Services.

I understand the Proposal requirements and the contract specifications and has based its Proposal on the provisions and specifications detailed in this Request for Proposals.

I will comply with human rights and discrimination provisions of the Seattle Municipal Code (SMC), including SMC Ch 20.44 (City Contracts - Prevention of Discrimination) and SMC Ch 14.04 (Fair Employment Practices), and the Regulatory Code of Washington (RCW), including RCW Ch 49.60 (Discrimination - Human Rights Commission).

~~I agree to fulfill the WMBE set-asides set forth in this Proposal.~~

I have submitted all Proposal Forms which are incorporated into this Proposal by this reference.

I further certify :

- a: that neither the Proposer nor any member of the Proposer's team is currently suspended or debarred from doing business with any government entity;
- b: that the Proposer has reviewed all of its engagements and pending engagements and that, in making this Proposal, no potential for conflict of interest or unfair advantage exists;
- c: that the information supplied by the Proposer in this Proposal is current, truthful and complete;

Having carefully examined the Project Documents comprising the RFP and all other documents bound therewith, together with all Addenda thereto, all information made available by the City, and being familiar with the work and the various conditions affecting the work, the undersigned hereby offers to furnish all labor, vehicles, facilities, equipment, supplies and things necessary or proper or incidental to the contract operations as required by and in strict accordance with the applicable provisions of this RFP and of all Addenda issued by the City.

Proposer\_\_\_\_\_

Alternative\_\_\_\_\_

Collection Area\_\_\_\_\_

I acknowledge receipt of addenda:

Addenda No.

Addenda date

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by \_\_\_\_\_.

\_\_\_\_\_  
(Signature of Proposer)

**Note:** If this Proposal is being **submitted by a corporation**, the Proposal shall be executed in the corporate name by the president or other corporate officer, ~~and the corporate seal shall be affixed and attested to by the clerk.~~ A certificate of another officer ~~the clerk~~ of the corporation evidencing the signing officer's authority to execute the Proposal shall be attached. If this Proposal is being **submitted by a joint venture**, it shall be executed by all joint venture Partners, and any partner that is a corporation shall follow the requirements for execution by a corporation as set forth above.

\_\_\_\_\_  
(NOTARY PUBLIC)

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me appeared \_\_\_\_\_, personally known to me to be the person described in and who executed this \_\_\_\_\_ and acknowledged that (she/he) signed the same freely and voluntarily for the uses and purposes therein described.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year last written above.

\_\_\_\_\_  
Notary Public in and for the state of Washington

(seal)

\_\_\_\_\_  
(Name printed)

Residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_

### **C. Operations Forms**

Proposers must describe collection operations for each collection area in Form 5, all facilities related to proposed processing in Forms 6-8, and all proposed partners and subcontractors in Form 9. The top of each form should contain the Proposer, Alternative, and collection area.

#### **Form 5 Collection Operations (*required*)**

The Proposer must complete five versions of this form - *one version for each of the five collection areas*:

- Area 1 North Seattle,
- Area 2 Central Seattle,
- Area 3 South Seattle,
- Area 4 North and Central Seattle (Area 1 & 2), and
- Area 5 South and Central Seattle (Area 2 & 3).

Additional collection operations forms should be completed for all Alternative Proposals. The top of each form should include the Proposer, Alternative (enter "Base" for Base Services), and collection area. Clearly note where trucks are used for more than one waste stream or collection area. Proposer should provide detailed descriptions of collection vehicles and procedures in responses to the questions in **Chapter VI, Section B**.

#### **Form 6 Yard Waste Facility (*if proposing processing*)**

The Proposer should complete this form for each collection area or combinations that are proposed for processing and for each facility that is proposed. The top of each form should include the Proposer, Alternative (enter "Base" for Base Services), and collection area.

#### **Form 7 Recycling Facility (*if proposing processing*)**

The Proposer should complete this form for each collection area or combination of collection areas that are proposed and for each facility that is proposed. The top of each form should include the Proposer, Alternative (enter "Base" for Base Services), and collection area.

#### **Form 8 Food Waste Facility (*if proposing processing*)**

The Proposer should complete this form for each collection area or combinations that are proposed for processing and for each facility that is proposed. The top of each form should include the Proposer, Alternative (enter "Base" for Base Services), and collection area.

#### **Form 9 Subcontracted Operations (*required if subcontractors are proposed*)**

The Proposer must complete five versions of this form - *one version for each of the five collection areas*. Principal Staff of subcontractors must be listed in Form 4.

**Form 9 Subcontracted Operations -**  
**(required if subcontractors are included in Proposal)**

Company	Type and amount of work be performed	Share of contract
_____	_____	\$_____ %_____
WBE MBE Small		
_____	_____	\$_____ %_____
WBE MBE Small		
_____	_____	\$_____ %_____
WBE MBE Small		
_____	_____	\$_____ %_____
WBE MBE Small		
_____	_____	\$_____ %_____
WBE MBE Small		

Definitions: WBE is a State-Certified Women's Business Enterprise  
 MBE is a State-Certified Minority Business Enterprise  
 "Small" is a company with up to \$750,000 in gross revenues per year

**c) Total subcontracts**

Women's Business Enterprises (WBE) \_\_\_\_\_% total contract amount  
 Minority Business Enterprises (MBE) \_\_\_\_\_% total contract amount  
Small Businesses \_\_\_\_\_% total contract amount



"White Goods" shall include all major appliances, such as washers, dryers, refrigerators, freezers, stoves, dishwashers and trash compactors and other items as agreed by the parties. "Bulky Items" shall include such items as chairs, tables, console television sets, couches, mattresses, cabinets and dressers, and other items as agreed by the parties.

#### **Section 140. Holiday Collections.**

The Contractor shall provide collection services on all legal holidays except Thanksgiving Day, Christmas Day and New Year's Day. Material regularly scheduled to be collected Thanksgiving Day shall be collected on Friday, the day after Thanksgiving. Friday's material shall be collected on Saturday. If Christmas Day or New Year's Day falls on a regularly scheduled workday, collections will be delayed one day and Friday's material shall be collected on Saturday.

#### **Section 143. Service Disruptions Due to Weather.**

When snow or ice or other weather conditions prevents collection on the scheduled day, the Contractor shall make collection on the next weekday. If such conditions continue for an entire week, or more, the Contractor shall, on the first day that regular service to a customer resumes, collect all the materials that were amassed for collection during the interval when collections were missed. On that day, the Contractor shall take bags, boxes and other secure wrappers, and shall empty temporary receptacles that customers have used when the collection Cans and Containers have been filled.

The Contractor shall notify the City as soon as possible of any non-collection days due to snow or ice. If possible, the notification shall be made the previous day or by 6:00 a.m. of the collection day. The City will notify the media of such non-collection days.

The Contractor shall not be paid for non-collections due to snow or ice. The City shall deduct \$250 from the Contractor's regular monthly payment for each individual collection route which is not fully collected by the end of the day following the scheduled collection day, ~~on that day.~~

#### **Section 145. Service Disruptions -- Non Weather.**

When closure of roadways providing access, blocked alleys or streets or other disruption beyond Contractor's control prevents timely collection on the scheduled day, the Contractor shall make collection either later on that collection day, or the next collection day. The Contractor must provide all the collections required during the collection week. If all collections are not performed during the collection week, the City will adjust the Contractor's payment for such non-collection.

The Contractor may request City assistance to clear streets or blocked alleys, notify traffic enforcement of illegally parked cars, or request other assistance from the City. The City will respond to such requests within two (2) hours of notification, however, the Contractor will be billed \$25 for each such assistance provided.

materials that can be recycled and how material is to be prepared as well as a collection calendar indicating the customer's collection day.

The Wheeled Containers provided for recycling collection must be of a color or configuration that clearly distinguishes them as different than any Garbage Can. Any new Wheeled Containers shall contain a minimum of twenty-five percent (25%) post-consumer recycled plastic and be capable of being recycled at the end of their useful life.

The Contractor shall provide Wheeled Containers to new program participants within five (5) business ~~calendar~~ days of City notification.

Within five (5) business ~~calendar~~ days of notification, the Contractor shall provide replacement Wheeled Containers to replace those damaged, destroyed, lost by the customer or stolen. If necessary to hold a customer's recycled material, the Contractor shall deliver additional Wheeled Containers within five (5) business days of notification.

Beginning October 1, 2000, the City shall pay the Contractor (*insert Contractor's Container delivery price*) for every Wheeled Container delivery.

Wheeled Containers for Recyclables collection become the property of the City at the conclusion of the Contract.

**Section 155. Customers Option to Decline Recycling Container.**

After delivery of a Can for Curb/Alley Recycling, if a customer informs the City that they elect not to participate in the collection program the Contractor shall pick-up the Wheeled Container from the customer within five (5) business days of notification.

**Section 158. Supplying Detachable Containers for Garbage Collection.**

(*Note: This section will be eliminated if Detachable Container collection not part of this Contract.*)

Prior to the beginning of this Contract, the Contractor shall provide Detachable Containers for Garbage collection to all those Structures receiving Detachable Container collection service. However, customers may elect to own or secure Detachable Containers from sources other than the Contractor, and shall not be subject to discrimination by the Contractor in collection services on that account. Detachable Containers owned or secured by customers will be regulated by the City to ensure that they are standard Containers capable of being serviced by front, rear load, or tilt frame collection vehicles.

During the term of this Contract the Contractor shall provide one, one and one-half, two, three, four, or six cubic yard Detachable Containers to any customer who requests their use for storage and collection of Garbage within three (3) business days after notice from the City. Detachable Containers of larger sizes shall be provided upon thirty (30) calendar days' notice. However, in the interim the Contractor shall supply a combination of containers, or collection frequency to meet the customer's needs.

A Detachable Container shall be reconditioned and repainted if necessary before being supplied to a customer who had not used it earlier. If the City so requires, a Detachable Container shall be cleaned or repainted within thirty (30) days.

If appropriate to serve a customer's needs and/or location, the City may require the Contractor to install and service a front-end load, rear load or drop box Detachable Container. The City may also require the Contractor to equip a Detachable Container with plastic lids.

#### **Section 165. Repair or Replacement.**

*(Note: This section will be eliminated if Detachable Container collection not part of this Contract.)*

Damage to Detachable Containers on customers' premises is at the Contractor's risk, rather than the City's, as between those parties and without affecting the risk or liability of others. The Contractor shall be responsible for the repair of all customer owned Detachable Containers damaged due to the Contractor's negligence. The Contractor shall repair or replace within one business day any Detachable Container that the City or a Health Department inspector determines does not comply with ordinance standards or constitutes a health or safety hazard.

#### **Section 175. Lidlockable Containers.**

*(Note: This section will be eliminated if Detachable Container collection not part of this Contract.)*

The Contractor within 20 days after receipt of notice from the City shall supply to each customer designated in such notice a Detachable Container fitted with a lidlock mechanism (a "lidlockable Container"), along with one padlock and one key.

The only authorized lidlock mechanisms on Contractor-owned Detachable Containers are those installed by the Contractor. The Contractor shall have no obligation to render customer supplied Containers compatible with the Contractor's padlocks, or to supply padlocks for use with such Containers. The Contractor may decline to make collections from Containers fitted by others with locking mechanisms, whether or not such Containers are locked on the date of scheduled service, if the locking mechanisms are of a configuration that prevents or makes unreasonably inconvenient collection with the Contractor's equipment.

#### **Section 180. Containers for Centralized Apartment Recycling Collection.**

The City will supply the Contractor with all collection Containers necessary for the Contractor to provide Centralized Apartment Recycling collection services under this Contract. The Contractor shall be responsible for Container storage and delivery of Containers to customers. Collection Containers will include one, one and one half, and two and four cubic yard rear load Detachable Containers. The City will also supply the Contractor with stackable bins and thirty-two (32), ~~sixty (60)~~ and ninety five (95) gallon Wheeled Containers.

Detachable Containers will be used for comingled material. Three Wheeled Containers or three stackable bins will be provided for glass collection: one for clear glass; the second for amber glass; and the third for green glass.

The City will be responsible for the repair and maintenance (including repainting) of all Centralized Apartment Recycling collection Containers, with the exception of Containers damaged through the negligence of the Contractor. The City may elect to (1) have the Contractor perform the repair and maintenance at the City's expense, except in cases of Contractor negligence, (2) perform the work with City forces, (3) contract with another firm for the repair and maintenance, or (4) perform any combination of (1), (2) or (3). The Contractor's shop rate for the repair and maintenance of Containers is contained in the Implementation Plan (Section 190).

The Contractor shall be responsible for picking up any Containers in need of repair (for whatever reason) from participating Structures and delivering replacement Containers within five (5) business days of notification by the City. If the City elects to repair Containers, or contracts with another firm for Container repair, Containers requiring repair or maintenance will be picked up from the Contractor's service yard. Repaired or reconditioned Containers will be delivered to the Contractor's service yard.

The Contractor shall replace or repair all City Containers damaged due to the Contractor's negligence. The Contractor and the City shall attempt to jointly determine the cause of any Container damage. However, the decision of the City concerning Contractor's negligence shall be final and binding. Any charges for Container repair or replacement due to Contractor negligence shall be deducted from the Contractor's monthly payment.

The Contractor shall provide customers with a sufficient number and type of Containers to hold all the Recyclables accumulated between collections. If there is consistently excess material, as determined by the City, the City will instruct the Contractor to, within ten (10) business days of notification, increase service by delivering a larger Container, deliver additional Containers or provide more frequent collections. The City's decision shall be final and binding.

The Contractor shall number sequentially all Detachable Containers provided for collection service under this Contract and shall supply the City with the address location of each numbered Detachable Container. The City will ensure that each Wheeled Container is sequentially numbered. The Contractor shall supply the City with the address location of each Wheeled Container.

All Containers shall bear decals containing information on the proper preparation of material. The City is responsible for supplying these decals and the Contractor is responsible for placing them on the Containers.

For uncontained Garbage or Yard Waste, the City may:

- 1) Authorize the Contractor to determine and supply the Containers needed, and pay the Contractor according to the above-schedule for the Containers used and emptied; or,
- 2) Authorize the Contractor to provide a collection vehicle and driver/collector and pay the Contractor an hourly rate of \$75.00 and \$325.00 per hour for each additional helper.

The Contractor will be paid \$10.00 per address for special Yard Waste and Recyclables collections on weekdays during the first year of the Contract.

Beginning April 1, 2001, and each Contract year thereafter, the special collection rates will be adjusted by fifty percent (50%) of the change in the Consumer Price Index computed by the United States Department of Labor, Bureau of Labor Statistics, for the Seattle-Everett Metropolitan Area for Urban Wage Earners and Clerical Workers (CPI-W), or successor indices, covering the period January through December of each year.

Special collections are supplemental to the Contractor's regular collection services, missed and make-up collections, excess Garbage and Yard Waste collection, and bulky items and white good collections that are required by other provisions of this Contract.

#### **Section 270. Alternate Disposal Site.**

The City may designate an alternate transfer station for the tipping of Garbage, [Food Waste], or Yard Waste. The designation may be temporary or permanent. If the City directs the Contractor to an alternate transfer station outside of the Contractor's Collection Area, the City will adjust the Contractor's payment as follows:

- 1) The City shall measure the distance from the closest entrance of the present transfer station site to the alternate or new transfer station site, in miles, one way, along the most direct route on streets usable by collection trucks;
- 2) The City shall then multiply the distance so derived by the number of tons of Garbage, [Food Waste] and/or Yard Waste collected under this Contract and actually delivered to the alternate or new transfer station site; and
- 3) The City shall then multiply the ton-miles by the rate of \$1.00 per ton-mile.

#### **Section 280. Monitoring Garbage and Yard Waste.**

The Contractor is responsible for monitoring the correct service level subscribed to by each customer and for collecting Yard Waste only from those Structures that are participating in the Yard Waste collection program.

The specified Structure Adjustment Factor percentage will be one of the following: a) for Food Waste commingled and collected with Yard Waste, the tonnage adjustment percentage will be **30%**; b) for Food Waste co-collected with Garbage in separate compartments, the tonnage adjustment percentage will be **45%**; c) for Food Waste collected through any other means, the tonnage adjustment percentage will be **negotiated**.

### **Section 730. Payment Procedure.**

The Contractor shall submit monthly invoices to the City within ten working days from the end of the month. These invoices shall itemize the monthly amounts due, including any additional payment for special services or deductions. Copies of any weight slips required must precede or accompany invoices. Payment will be due three (3) weeks after receipt of properly documented Contractor invoices.

### **Section 750. Wage Increases for Employees.**

All wage increases for collectors or any other employees of the Contractor granted during the term of this Contract shall be the sole responsibility of the Contractor. Any benefits or added costs resulting from changes in technology, laws and regulations, labor practices, availability of equipment, and other foreseeable business risks that may affect the performance of this Contract shall be to the Contractor's advantage or expense respectively, except as noted herein.

### **Section 755. Prevailing Rate of Wage.**

The Contractor shall ensure that all Contractor and subcontractor collectors and recycling processing workers performing work under this Contract are paid not less than the prevailing rate of wage for the same trade or occupation as set by the City. The term "collectors" includes drivers, swappers, and others working on Garbage, Yard Waste, [Food Waste], and Recyclables collection; it excludes office workers and management. If a collector, during the same pick-up, is collecting both Garbage and Recyclables, or Yard Waste and Recyclables (co-collection), he/she must be paid the highest prevailing rate of wage for collection.

The term, "prevailing rate of wage" includes the hourly wage, usual benefits and overtime paid in the locality as defined in RCW 39.12.010(b). The Contractor's duty to pay the prevailing rate of wage, and to ensure that subcontractors pay the prevailing rate of wage is absolute and mandatory. No worker may waive full compliance or accept a lesser sum.

The prevailing rate of wage, as of 4/1/2000, for Garbage, [Food Waste] and Yard Waste collectors, workers collecting Recyclables, and recycling processing workers is listed in Appendix D. This appendix will be updated and reissued [in June 2000, with an effective date of July 1, 2000, to reflect any changes in effect on April 1, 2000. The prevailing wage will then be updated](#) on a yearly basis [thereafter.](#) ~~to reflect changes.~~

Within thirty (30) days of starting collections on this Contract and thereafter on a yearly basis, the Contractor shall supply to each collector and recycling processing worker (including employees of the subcontractor) a copy of the prevailing wage. The Contractor



Good Faith Effort as used in this Section refers to the Contractor's affirmative efforts to include participation of women in the non-traditional aspects of the solid waste collection industry.

Evidence of the Contractor's Good Faith Efforts shall include but will not be limited to:

- 1) Efforts to increase access of women to the industry through (1) providing materials to be circulated and distributed concerning the breadth of opportunities, including notices of full and part-time position openings and (2) making clear to potential applicants the Contractor's commitment to bring more eligible employees into its workforce, regardless of gender;
- 2) Efforts to assist women in being able to handle the physical demands of the job through (a) training in safety procedures, (b) training in proper lifting techniques and other injury prevention measures, and (c) training in driving and operating equipment; and

Efforts to encourage retention of women hired by (a) having regular and semi-annual planning/training sessions with workers outlining the Contractor's policy prohibiting sexual harassment and its intention to strictly enforce the policy, (b) offering women employees training to mitigate possible intimidating aspects of being the first female members of a traditionally male dominated occupation, (c) offering training in increased productivity methods, and (d) providing special training to supervisory personnel for purposes of EEO and sexual harassment policy implementation.

**Section 830. Equal Contracting Opportunity (WMBE).**

~~The Contractor shall contract with subcontractors and/or execute joint venture agreements with women's business enterprises who will perform services and receive compensation equal to or greater than \_\_\_\_\_ percent (\_\_\_%) of the Contract consideration and minority business enterprises who will perform services and receive compensation equal to or greater than \_\_\_\_\_ percent (\_\_\_%) of the Contract consideration, all as contemplated by Seattle Municipal Code Chapter 20.46A, and the Contractor's proposal.~~

~~The Contractor will maintain the foregoing participation ratios continuously for the duration of the Contract.~~

**Section 840. Equal Contracting Opportunity - Implementation.**

~~Seattle Municipal Code Chapter 20.46A, the Women's and Minority Business Utilization Ordinance, is attached as Appendix E and incorporated in this Contract by reference. The Contractor shall complete such reports as may be required by the Director of the Executive Services Department in order to determine and assess compliance.~~

~~Violation of Section 830 shall be material breach of this Contract and shall subject the Contractor to sanctions, which include, but are not limited to any of the following in the discretion of the City:~~

- ~~1) Disqualification from eligibility for providing goods or services to the City and/or refusal to award another City contract;~~
- ~~2) Termination or suspension of this Contract;~~
- ~~3) Application of liquidated damages against the Contractor equal to any unmet dollar amount of any WBE and/or MBE utilization;~~
- ~~4) An assessment of damages by the City and a withholding of the amount estimated to be due;~~
- ~~5) An action for specific performance of this provision;~~
- ~~6) A determination of default by the City and an order to the Contractor's bond company to make complete performance; and/or~~
- ~~7) Reporting of the violation to other governmental human rights agencies.~~

~~Imposition of sanctions 1), 2), 6) and 7) are subject to notice to the Contractor and the hearing in the City's Administrative Code, SMC Chapter 3.02.~~

#### **Section 850. Non-Discriminatory Service.**

The Contractor will not discriminate against any customer or City resident in the provision of service or quality of service on account of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide qualification to or for service. The Contractor shall provide the same good quality service throughout the Collection Area without regard to racial, ethnic, or cultural characteristics or relative standard of living of the neighborhood.

### **J. SECURITY; LIABILITY; DAMAGES**

#### **Section 900. Performance Bond.**

The Contractor shall provide and maintain at all times a valid Contractor's Performance and Payment Bond for Three Million Dollars (\$3,000,000). The bond shall be issued for a period of not less than one year and the Contractor shall provide a new bond, or evidence satisfactory to the City of the renewability of the current bond at least 180 calendar days before it expires.

The initial performance bond must be in place on or before ten (10) days after execution of the Contract by the parties.



- a) Health Benefits -- Provided or paid to all employees after one thousand (1000) hours of employment, and who were compensated for eighty (80) hours in the previous month.

Health and Welfare	\$322.55 per month
Dental	\$81.75 per month
Vision	\$11.35 per month

- b) Retirement -- Retirement payments do not need to exceed one hundred seventy-three (173) hours per month per employee.

Retirement	<del>\$2.63</del> <u>\$2.93</u> per hour
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**3. Vacation, Holiday and Sick Leave Benefit Days** -- For each regular employee, the following shall be provided in either: (1) actual benefit days; (2) additional wages to each employee, or; (3) additional wages minus any actual benefit days.

a) Vacation

- One (1) week after one (1) year of employment
- Two (2) weeks after two (2) years
- Three (3) weeks after eight (8) years
- Four (4) weeks after fifteen (15) years

The employer may pro rate vacations for employees with less than one thousand seven hundred and fifty (1,750) compensated hours during an employment year (i.e., anniversary date to anniversary date). Formula shall be: All employees with one thousand seven hundred and fifty (1,750) or more compensated hours during an employment year shall be entitled to full vacation benefits. Formula for employees with less than one thousand seven hundred and fifty (1,750) compensated hours shall be: Compensated hours, divided by two thousand (2,000), equals percentage earned vacation due employees.

- b) Holidays -- Eight paid holidays shall be provided. To be eligible for a paid holiday, the employee must work the last scheduled day immediately preceding and the first scheduled work day immediately following these

The following eight (8) days are holidays (unless the employer selects another day(s)):

- January 1<sup>st</sup> -- New Year's Day
- Martin Luther King Day
- Washington's Birthday (3<sup>rd</sup> Monday of February)
- Memorial Day (last Monday of May)
- July 4<sup>th</sup>
- Labor Day (first Monday of September)